# EXHIBIT 2

## **CR 2A Agreement**

Pursuant to Washington Civil Rule 2A, the parties signing hereto comprising on the one hand Steven Trubow and MMAS Research, LLC (collectively, the "Trubow Party") and on the other hand Donald Morisky, Susan Morisky, Philip Morisky, Marty Morisky and Morisky Medication Adherence Research, LLC ("MMAR") (collectively, the "Morisky Party") (with the Trubow Party and the Morisky Party collectively identified as the "Parties" and individually as a "Party") have reached a preliminary settlement ("Agreement") and desire to consent and agree to the following terms and conditions, which shall be binding and enforceable in any court:

## I. Background

- A. On July 29, 2019, MMAS Research, LLC and Steven Trubow filed a lawsuit in King County Superior Court against Defendants Donald Morisky, Susan Morisky, Philip Morisky, Marty Morisky and Morisky Medication Adherence Research, LLC. Defendant Donald Morisky asserted certain counterclaims against MMAS Research, LLC and Steven Trubow.
- B. On May 28, 2020, Donald Morisky filed a lawsuit against MMAS Research, LLC and Steven Trubow in Nevada federal district court asserting claims for copyright and trademark infringement.
- C. On June 19, 2020, MMAR filed a motion for attorney's fees and costs in the Washington lawsuit. Susan Morisky may also file, in the future, a motion for attorney's fees and costs in the Washington lawsuit, but has agreed to postpone doing so pending finalizing a settlement agreement.

shall train the Morisky Party in the use of the Morisky Widget (including, without limitation, any code book or other instructional material, if any, identifying database variables and how they are scored) so that they may operate and maintain it as currently constituted and service licensees as presently done by the Trubow Party. Each Party will agree to cooperate in good faith and keep the existing morisky org website available and running for a transition period to commence upon the execution of this Agreement and to conclude within 60 days of the date the Final Settlement Agreement becomes binding on the Parties in accordance with Paragraph 17 of this Agreement (the "Transition Period"). Therefore, it is agreed between the Parties that the Transition Period shall be for 120 days following execution of this Agreement unless otherwise modified by the written agreement of the Parties. Upon the completion of: (i) the transfer of the Morisky Widget software, database and all related information and content to Donald Morisky or his assignees sufficient to take over the management and operation of the same, and (ii) the termination of the Transition Period, MMAR shall indemnify MMAS Research, LLC and Steven Trubow from any claims by licensees arising from issues related to the access to or utilization of the Morisky Widget. The Morisky Party and MMAR agrees to provide full access to the Morisky Widget and support as needed to all licensees as long as their licenses to the Morisky Widget are in effect, including adhering to all European Union Privacy regulations (including but not limited to GDPR) and HIPPA).

8. With the exception of facilitating any existing investigation, litigation, negotiation, finalization or execution of any Claim Settlements, MMAS Research, LLC and/or Steven Trubow each agree, represent and warrant each will no longer use the Morisky IP, the MMAS IP, or the MORISKY name for business purposes, including as part of the name of the company, or transact any business utilizing in whole or in conjunction with other terms, the following terms: "Morisky, Morisky Widget, MMAS, MMAS-8, or MMAS-4".

of the Parties, which Final Agreement shall be binding upon the Parties regardless of whether they ultimately execute it. The Parties shall equally bear the costs and fees of the Appointed Decider.

18. The Parties agree that if any legal action or other proceeding brought by the Parties to enforce this Agreement, or the Final Agreement or to recover damages or equitable relief for a breach of this Agreement or the Final Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees incurred in any such action or proceeding, including the proceeding to resolve any dispute over the terms of the Final Agreement by the Appointed Decider.

	DATED this day of December 2020	)
By:	Steven Trubow	By: Donald Morisky
By:	MMAS Research, LLC, Washington limited liability Company  Steven Trubow, its Managing Member	By: Susan Morisky  By: Philip Morisky  By: Marty Morisky  By: Morisky Medication Adherence Research LLC, A Nevada limited liability company  Philip Morisky, Its Managing Member

#### **EXHIBIT 4**

# **Morisky Widget Licensees**

#### Licensees

AbbVie Canada

Abbvie

Adelphi

Albert Einstein College of Medicine

Ankara Yildirim Beyazit University

Ascensia Diabetes Care

Assurex Health

AstraZeneca Greece

AstraZeneca Kantar

AstraZeneca Latin America

Astrazeneca Russia

Azienda Ospedaliero Universitaria di Modena

BMS Italy

Bayer NL

Berlin Chemie

Boehringer Ingelheim China

Boehringer Ingelheim GmbH

Boston Children's Hospital

**Bristol University** 

Bristol-Myers Squibb USA

Brussels Free University School of Public Health

CARIM/Maastricht University

CHIESI GmbH

CHU de Clermont-Ferrand

Caritas Medical Center

Catalia Health

Centre François Baclesse, Caen

Charing Cross Hospital - Imperial College

Chiesi Poland

China Crohns & Colitis Foundation

Chonnam National University

Clermont-Ferrand 2

Clermont-Ferrand 3

Click Therapeutics

Columbia University Medical Center

Columbia University Medical Center, Department of Psychiatry

Community Health Initiatives FQHC Brooklyn NY

Consorci Hospitalari de Vic

Consorci Sanitari de Terrassa

Copenhagen University Hospital

Daiichi-Sankyo

Denmark IBD